

SECOND AMENDMENT TO PLANNING AGREEMENT

This Second Amendment to the PLANNING AGREEMENT, dated September 26, 1996, is entered into on this _____ day of July, 2003, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation ("City"); LEON COUNTY, a political subdivision of the State of Florida ("County"); POWERHOUSE, INC., a Florida corporation ("Powerhouse"); and HOLY COMFORTER EPISCOPAL CHURCH AND DAY SCHOOL ("Holy Comforter").

W I T N E S S E T H :

WHEREAS, on September 26, 1996, the City, the County, Powerhouse and Holy Comforter entered into a Planning Agreement to address certain issues related to the conveyance by Powerhouse of 40 acres +/- to Holy Comforter within the Welaunee Plantation Critical Planning Area for construction of a school and related facilities. On March 12, 1997, the parties approved an amendment to the Planning Agreement to revise the legal description as shown on Exhibit "A" ("HC Parcel") attached hereto and made a part hereof; and

WHEREAS, the City, the County, Powerhouse and Holy Comforter agreed the HC Parcel shall constitute a portion of a Target Planning Area created by the exercise of Powerhouse's advanced development option pursuant to Policies 6.1.2. and

6.2.4. of the Land Use Element of the Tallahassee-Leon County Comprehensive Plan ("Plan"); and

WHEREAS, the parties agreed the HC Parcel shall be developed for Educational Facilities Uses pursuant to Policy 6.1.2. of the Land Use Element of the Plan and other uses which are consistent with the Plan and which are approved in accordance with the applicable land development regulations, including Goal 6 of the Land Use Element of the Plan; and

WHEREAS, at the time the Planning Agreement and First Amendment were approved, the HC Parcel was subject to the jurisdiction of Leon County, but has since that time been annexed into the City; and is now subject to the jurisdiction of the City of Tallahassee; and

WHEREAS, the parties agreed the Planning Agreement could be amended by mutual written consent of the parties; and

WHEREAS, the parties desire to amend the Planning Agreement by this Second Amendment to reflect the intention of Holy Comforter to construct a church as well as a school and related facilities on the HC Parcel, and that the HC Parcel is now under the jurisdiction of the City instead of the County.

NOW, THEREFORE, the parties amend the Planning Agreement by this Second Amendment as follows and otherwise confirm all terms and conditions of the Planning Agreement:

1. Confirmation: The parties hereby confirm all terms and conditions of the Planning Agreement dated September 26, 1996, except as expressly amended in the First Amendment and this Second Amendment.

2. Restriction on the Use of the HC Parcel: Paragraph 5 of the Planning Agreement is amended to read as follows:

The HC Parcel shall be developed for Educational Facilities Uses pursuant to Policy 6.1.2. of the Land Use Element of the Plan, and for a church. The HC Parcel may be developed for other uses which are consistent with the Plan and which are approved in accordance with the applicable land development regulations, including Goal 6 of the land use element of the Plan.

3. County Approvals: The HC Parcel is completely within the City limits, and the parties agree that the County no longer has jurisdiction over development of the HC Parcel. Paragraph 7 of the Planning Agreement is amended by deleting it in its entirety and substituting the following in its stead:

City Approvals: Development on the HC Parcel is subject to the jurisdiction of the City, and therefore must satisfy all applicable requirements of the City's land development regulations and Comprehensive Plan.

4. PUD Requirements: Paragraph 8 of the Planning Agreement is further amended to read as follows:

... ..

(a) If the remaining 158.5 +/- acres abut the HC Parcel, the Educational Facility Uses and church on that property shall be considered one of the required land uses, and the PUD need only include three other integrated uses.

... ..

(c) The HC Parcel shall be developed using the minimum development standards for the Mixed Use A District, which standards are attached hereto as Exhibit B and made a part hereof.

5. Recitals: The recitals set forth above are a material part of this First Amendment to Planning Agreement and shall be construed as such.

6. Approval: This Second Amendment to Planning Agreement was approved by the City Commission after a meeting of the City Commission on July 9, 2003. This Second Amendment to Planning Agreement was approved by the Leon County Board of County Commissioners after a meeting of the Board of County Commissioners on _____, 2003.

EXECUTED by the City, the County, Holy Comforter and
Powerhouse as indicated by their signatures:

CITY OF TALLAHASSEE:

By: _____
Mayor

Attest: _____
City Treasurer-Clerk

Date: _____

Approved as to form:

James R. English
City Attorney

LEON COUNTY

By: _____
Chairman, County Commission

Attest: _____
County Clerk

Date: _____

Approved as to form:

Herb Thiele
County Attorney

HOLY COMFORTER EPISCOPAL CHURCH AND DAY SCHOOL:

By: _____ (Seal)
Reverend Tom Crittenden
Its Rector

Witness

Date: _____

Printed Name of Witness

Printed Name of Witness

POWERHOUSE, INC.:

By: _____ (Seal)
Christopher F. Davenport
Its President

Witness

Printed Name of Witness

Date: _____

Witness

Printed Name of Witness

88665.01



NOBLES, VARNUM & ASSOCIATES, INC.

CIVIL ENGINEERING • LAND SURVEYING • LANDSCAPE ARCHITECTURE
LAND USE PLANNING • ENVIRONMENTAL ANALYSIS & PERMITTING

January 23, 1997

NVA Project No. 3224-1

Revised 1/30/97

Holy Comforter Middle School 41.38 Acres

Commence at the Southwest corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida and run thence South 89 degrees 41 minutes 38 seconds East along the northerly boundary of said Section 15 a distance of 2268.18 feet to a point on the easterly right of way of Fleischman Road said point being on a curve concave southwesterly, thence run northwesterly along said curve with a radius of 592.25 feet through a central angle of 48 degrees 19 minutes 59 seconds for an arc length of 499.60 feet (chord of 484.91 feet bears North 42 degrees 21 minutes 46 seconds West) thence continue along said curve with a radius of 592.25 feet through a central angle of 19 degrees 22 minutes 11 seconds for an arc length of 107.19 feet (chord of 107.04 feet bears North 71 degrees 42 minutes 34 seconds West) to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 76 degrees 53 minutes 48 seconds West along the northerly right of way of Fleischman Road a distance of 1264.05 feet to a point of curve to the right, thence along said curve with a radius of 736.81 feet through a central angle of 08 degrees 28 minutes 15 seconds for an arc length of 108.83 feet (chord 103.83 feet bears North 72 degrees 39 minutes 41 seconds West) thence leaving said northerly right of way run North 43 degrees 43 minutes 32 seconds East 1365.57 feet, thence North 28 degrees 51 minutes 07 seconds East 638.80 feet, thence South 65 degrees 52 minutes 40 seconds East 632.37 feet, thence South 13 degrees 27 minutes 34 seconds West 762.80 feet, thence South 65 degrees 52 minutes 40 seconds East 299.50 feet, thence South 24 degrees 07 minutes 20 seconds West 230.0 feet, thence North 65 degrees 52 minutes 40 seconds West 256.20 feet, thence South 13 degrees 27 minutes 34 seconds West 612.39 feet, to a point on the city limits line of Tallahassee, Florida, thence run along said city limits line South 70 degrees 43 minutes 08 seconds West 126.81 feet to the POINT OF BEGINNING, containing 41.38 acres more or less.

Exhibit A
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RECEIVED
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PLANNING DEPARTMENT

**NOBLES,
 VARNUM**

& ASSOCIATES, INC.
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 ENVIRONMENTAL ANALYSIS & PERMITTING

3559 TIMBERLANE SCHOOL ROAD, TALLAHASSEE, FLORIDA 32312 PHONE (904) 668-3211 • FAX 668-3106 LC C240

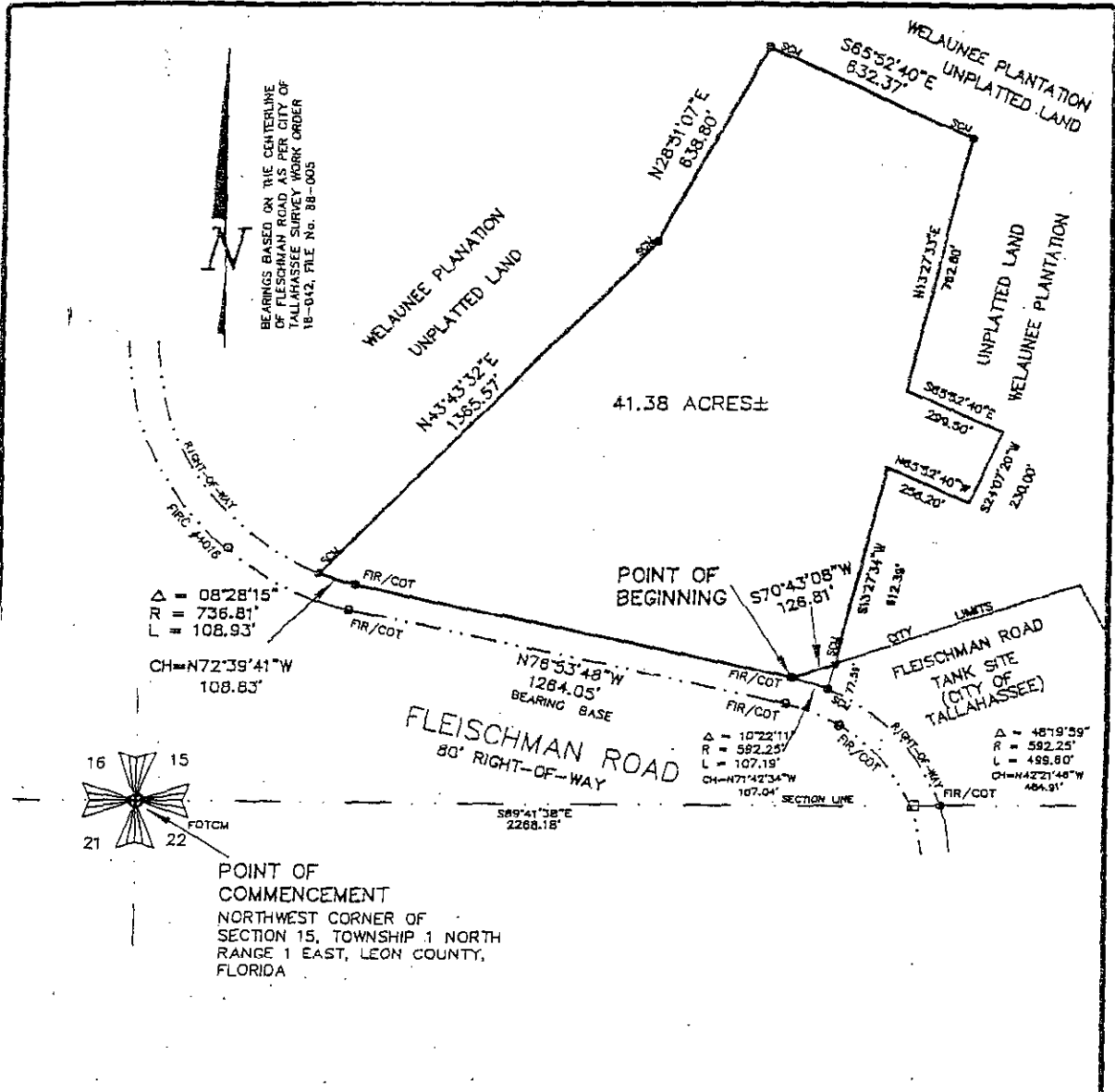


Exhibit A
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The undersigned surveyor has not been provided a current Title Opinion or Abstract of matters affecting Title or Boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements, or other instruments which could affect the boundaries.

Paul N. Williamson
 Paul N. Williamson
 Florida Registered Land Surveyor
 Certificate No. 3208

NOT VALID UNLESS EMBOSSED WITH SEAL 1/30/97 LEGAL ADD ACRES

OF :	SCALE: 1" = 400'	JOB NO: 3224-1	SHEET
	DATE: 5/28/96	FIELDBOOK: 454	1
	DRAWN BY: PNW/AEP	CAD NO: 3224-1	OF
	REVISED: 7/03/96 10/24/96 CERT. 11/16/97 LEGAL	PLOT DATE:	2

SKETCH OF DESCRIPTION OF
 HOLY COMFORTER MIDDLE SCHOOL

POWERHOUSE, INC.

SECTION 11.4.C.
MINIMUM DEVELOPMENT STANDARDS
MIXED USE "A" DISTRICT

	DEVELOPMENT TYPE							
	LOW DENSITY RESIDENTIAL		COMMERCIAL [#1]		OFFICE/MEDIUM & HIGH DENSITY RESIDENTIAL		LIGHT INDUS-TRIAL	COMM. SERVICES; ACTIVE REC.; PUBLIC, PRIMARY AND SECONDARY SCHOOLS
	CLUSTER	NONCLUSTER	CLUSTER	NONCLUSTER	CLUSTER	NONCLUSTER		
MINIMUM SETBACKS (FT)								
Front Yard								
Building	25*	20	25*	20	25*	20	50	25
Parking	2	2	40*	20	40*	5	50	40
Corner Yard								
Building	15*	15	25*	20	25*	20	50	25
Parking	10*	5	40*	20	40*	5	50	40
Side Yard								
Building	15*	7.5	20*	30	20*	7.5	50	20
Parking	10*	5	20*	5	20*	5	50	20
Rear Yard								
Building	25*	20	30*	30	30*	20	50	30
Parking	5*	5	10*	10	10*	10	50	10
MAXIMUM % IMPERVIOUS SURFACE AREA	25**	40	25**	40	25**	40	40	40
MAX. HEIGHT BLDG ENVELOPE PERIMETER	35	35	[#2]	[#2]	[#2]	[#2]	35	35
MAXIMUM HEIGHT PER ADDITIONAL SETBACK	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
TOTAL MAXIMUM HEIGHT	45	45	45	45	45	45	45	45
MIN. LOT AREA (ACRES)	.05	.25	.25	.50	.05	.25	2.0	—
MINIMUM LOT FRONTAGE	15	15	60	60	16	16	100	—
MAX. BULK GROSS SQ. FT. INDIVIDUAL BLDG. SIZE	—	—	—	—	[#3]	[#3]	[#3]	—

* This number applies to the perimeter setback only.

** Maximum percent impervious area of developable portion of site.

***This height applies to habitable portion of an industrial structure.

(Ord. No. 92-0-0044AA, § 1, 12-9-92)

NOTES:

#1 - Privately owned active recreation uses available to the public on a fee basis shall comply with the commercial development type standards set forth for this district.

#2 - If the non-low-density residential structure is located within 200 feet of and adjacent to a low-density structure, then the total maximum height shall be limited to 25 feet unless the closest low-density residential structure is 25 feet in height or taller, in which case the nonresidential structure shall be limited to 35 feet in height.

#3 - If the non-low-density residential structure is located within 200 feet of and is adjacent to a low-density structure or subdivision, then the total maximum individual building size shall be not greater than 10,000 gross feet floor area; in other instances, individual building size shall be no greater than 50,000 gross square feet floor area.

Exhibit B